

Electronically Received 10/26/2022 03:43 PM

1 Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
2 Edwin Kamarzarian (327830)
MOON & YANG, APC
3 1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
4 Telephone: (213) 232-3128
Facsimile: (213) 232-3125
5 E-mail: kane.moon@moonyanglaw.com
E-mail: allen.feghali@moonyanglaw.com
6 E-mail: edwin.kamarzarian@moonyanglaw.com

7 *Attorneys for Plaintiff Eric Galvez*

FILED
Superior Court of California
County of Los Angeles
11/01/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: _____ A. He _____ Deputy

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 ERIC GALVEZ, individually, and on behalf of
12 all others similarly situated,

13 Plaintiff,

14 vs.

15
16 YAMATO VALENCIA, INC., a California
Corporation; YAMATO ENCINO
17 CORPORATION, a California Corporation; and
DOES 1 through 10, inclusive,

18 Defendants
19
20

Case No. 20STCV22760

CLASS AND REPRESENTATIVE ACTION

[Hon. Stuart M. Rice, Dept.1]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: November 1, 2022

Time: 10:30 a.m.

Dept. 1

1 On June 8, 2022, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Eric Galvez now seeks an order and judgment granting final
3 approval of the Class Action Settlement (the “Settlement”), attached to the Declaration of Kane
4 Moon in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as Exhibit
5 1.

6 Due and adequate notice having been given to the Settlement Class Members, as defined
7 below, and the Court having considered Plaintiff’s Notice of Motion and Motion for Final
8 Approval of Class Action Settlement (“Motion”), the supporting declarations and exhibits
9 thereto, all papers filed and proceedings had herein, and the absence of any written objections
10 received regarding the proposed settlement, and having reviewed the record in the Action, and
11 good cause appearing,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

13 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
14 terms as set forth in the Settlement.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendant Yamato Valencia, Inc. (“Defendant”).

17 3. The Court finds that the Settlement appears to have been made and entered into
18 in good faith and hereby approves the settlement subject to the limitations on the requested fees
19 and enhancements as set forth below.

20 4. Plaintiff and all Settlement Class Members, shall have, by operation of this Final
21 Order and Judgment, fully, finally, and forever released, relinquished, and discharged
22 Defendants from all Released Claims as stated in the Settlement and reproduced here:

23 5. The Parties shall bear their own respective attorneys’ fees and costs, except as
24 otherwise provided for in the Settlement and approved by the Court.

25 6. Solely for purposes of effectuating the settlement, the Court finally certified the
26 following Class: All non-exempt employees of Defendant who worked in California during the
27 Class Period.

1 7. No Class Members have objected to the terms of the Settlement and no Class
2 Members have requested exclusion from the Settlement.

3 8. Class Members make the following release:

4 a. **Identity of Released Parties.** The released parties are Defendant, and each of
5 its/their past, present and/or future, direct and/or indirect, officers, directors,
6 members, managers, employees, agents, representatives, attorneys, insurers, partners,
7 investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
8 DBAs, divisions, predecessors, successors, assigns, and joint venturers (collectively
9 “Released Parties” or “Releasees”).

10 b. **Date Release Becomes Effective.** The Released Class and PAGA Claims will be
11 released upon the later of (1) the Settlement’s Effective Date, or (2) the satisfaction
12 of Defendant’s obligation to provide to the Settlement Administrator a sum in the
13 amount required to satisfy all required payments and distributions pursuant to this
14 Settlement and the Order and Judgment of final approval. Class Members will not
15 release the Released Claims or Released PAGA Claims until both the Effective Date
16 of the Settlement has occurred, and Defendant has paid all amounts owing under the
17 Settlement.

18 c. **Claims Released by Settlement Class Members.** The Class, including each and
19 every Class Member, on behalf of himself or herself, and his or her heirs and assigns,
20 unless he or she has submitted a timely and valid Request for Exclusion (which will
21 not effectuate an opt-out from the release of Released PAGA Claims), hereby release
22 Releasees from the following claims for the entire Class Period:

- 23 1. any and all claims, rights, demands, liabilities, penalties, costs,
24 expenses, attorneys’ fees, damages, and causes of action that are
25 alleged, or reasonably could have been alleged based on the facts and
26 claims asserted in the operative complaint in this action, including the
27 following claims: failure to pay minimum and straight time wages,
28 failure to pay overtime compensation, failure to provide compliant

1 meal periods, failure to authorize and permit compliant rest periods,
2 failure to indemnify necessary business expenses, failure to timely pay
3 final wages upon separation from employment, failure to provide and
4 maintain accurate itemized wage statements, Unfair Practices under
5 the Unfair Competition Act (“UCL”), during the Class Period,
6 including violation of the following sections of the California Labor
7 Code sections 201, 202, 203, 204, 218.5 218.6, 226, 226.3, 226.7, 510,
8 512, 558, 558.1, 1194, 1194.2, 1197, 1198, 2802, derivative claims
9 under California Business & Professions Code § 17200, violation of
10 the California Code of Regulations, Title 8 section 11040, violation of
11 the California Industrial Wage Orders, and violation of California’s
12 unfair business practices and unfair competition laws, as well as any
13 potential penalties, interest, or attorneys’ fees associated with these
14 causes of action under California or federal law (“Released Claims”).
15 As to any participating Settlement Class Member who cashes and/or
16 negotiates the check representing their individual Settlement Payment,
17 the signing and negotiation of that check shall serve as the Settlement
18 Class Member’s consent to join the action for purposes of releasing the
19 Released Claims arising under the Fair Labor Standards Act
20 (“FLSA”);

21 **d. Claims Released by the Class, Including PAGA Employees.** The PAGA
22 Settlement Employees, including Plaintiff, regardless of whether they have
23 requested exclusion from the Settlement as to Class claims, hereby release
24 Releasees from the following claims for the entire PAGA Period:

- 25 i. any and all claims, causes of action, damages, expenses, benefits, interest,
26 penalties, attorneys’ fees, costs, and any other form of relief or remedy in law,
27 equity, or whatever kind or nature that were asserted or could have been
28 asserted with respect to the Private Attorneys General Act (“PAGA”) claims

1 asserted in the Action and in Plaintiff’s LWDA Notice(s) submitted to the
2 LWDA in this Action on June 4, 2020. (“Released PAGA Claims”).

3 9. The Notice provided to the Class conforms with the requirements of California
4 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
5 circumstances, by providing individual notice to all Class Members who could be identified
6 through reasonable effort, and by providing due and adequate notice of the proceedings and of
7 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements
8 of due process.

9 10. The Court finds the Gross Settlement Fund, the Net Settlement Fund, and the
10 methodology used to calculate and pay each Settlement Class Member's Allocation Amount are
11 fair and reasonable and authorizes the Settlement Administrator to pay the Settlement Shares to
12 the Settlement Class Members in accordance with the terms of the Settlement. Defendant shall
13 pay the total of \$300,000.00 to resolve this litigation. Defendant shall fund the Gross Settlement
14 Amount in two installments as follows: (a) \$150,000.00 within thirty (30) days of the Effective
15 Date of the Settlement; and (b) \$150,000.00 within nine (9) months of the Effective Date of the
16 Settlement.. Thereafter, Settlement Allocation Amounts shall be distributed to Settlement Class
17 Members and shall be effected pursuant to the terms of the Settlement.

18 11. From the Gross Fund Value, \$22,500.00 shall be paid to the California Labor and
19 Workforce Development Agency, representing 75% of the penalties awarded under the terms of
20 the Settlement and Amendment pursuant to the Labor Code Private Attorneys General Act of
21 2004, California Labor Code section 2698, et seq.

22 12. The Court hereby approves an incentive payment in the amount of \$7,500.00 to
23 Eric Galvez for his service as class representative and for his agreement to release claims.

24 13. The Court hereby confirms Kane Moon, Allen Feghali, and Edwin Kamarzarian
25 of Moon & Yang, APC as Class Counsel.

26 14. From the Gross Settlement Fund, Class Counsel is awarded \$100,000.00 for their
27 reasonable attorneys' fees and \$13,650.76 for their reasonable litigation costs incurred in the
28

1 Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.
2 The Court finds that the fees are reasonable in light of the benefit provided to the Class.

3 15. The Court approves Settlement Administration Costs in the amount of \$9,950.00.
4 Such costs shall be paid from the Gross Settlement Fund to Phoenix Class Action Settlement
5 Administrators.

6 16. The Parties are ordered to have notice of this Order and Judgment sent to all Class
7 Members in accordance with CRC 3.771 (b) along with settlement payments issued via first
8 class mail to all participating Class Members at their last known addresses.

9 17. This Judgment is intended to be a final disposition of the above captioned action
10 in its entirety and is intended to be immediately appealable.

11 18. This Court shall retain jurisdiction with respect to all matters related to the
12 administration and consummation of the Settlement, and any and all claims, asserted in, arising
13 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
14 related to the Settlement and the determination of all controversies relating thereto.

15 19. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby
16 granted, and the Court directs that Judgment shall be entered in accordance with the terms of
17 this Order.

18 20. The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
19 October 9, 2023 in Department 1. Class Counsel is ordered to file a final report and declaration
20 regarding distribution no later than five court days prior to October 9, 2023.

21 **IT IS SO ORDERED.**

22
23 DATE: 11/01/2022



A handwritten signature in black ink that reads "Stuart M. Rice".

Stuart M. Rice / Judge

Hon. Stuart M. Rice
Judge of the Los Angeles County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On October 26, 2022, I served the foregoing document
8 described as:

9 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF’S MOTION FOR**
10 **FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

11 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
12 addressed as follows:

13 Marie Davis, Esq. (marie@landeggeresq.com)
14 Evelyn Zarraga, Esq. (evelyn@landeggeresq.com)
15 **Landegger Verano & Davis, ALC**
16 15760 Ventura Boulevard, Suite 1200
17 Encino, CA 91436
18 Phone: (818) 986-7561
19 Fax: (818) 986-5147

20 *Attorney for Defendant Yamato Valencia, Inc.*

21 **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
22 accept electronic service, I caused the documents to be sent to the persons at the electronic
23 service addresses listed above via third-party cloud service **CASEANYWHERE.**

24 X (State) I declare under penalty of perjury under the laws of the State of
25 California that the above is true and correct.

26 Executed on October 26, 2022, at Los Angeles, California.

27 Janelle Jickain
28 Name


Signature